

Suite No. 3602
Residential Unit No. 2 Level 31
Floor Plan 18

ELLE

CONDOMINIUM AGREEMENT OF PURCHASE AND SALE

1. PROPERTY

The undersigned

SAMIR HASSAN MOHAMMED

(collectively or individually; as the case may be, the "Purchaser") agrees with 2296592 Ontario Limited (the "Vendor") to purchase the following property (the "Property"), being Residential Unit No.2, on Level 31 (the "Residential Unit"), substantially as shown for identification purposes only on the floor plan attached hereto as Schedule "B", unnamed, two (2) parking unit(s) being Unit(s) 18 & 19 on Level A and/or one (1) locker unit being Unit(s) 93 on Level A, each to be in a location assigned by the Vendor in its sole discretion and which may be re-designated by the Vendor in its sole discretion, Peel Standard Condominium Plan No. 889, municipally located at 3225 Kariya Drive, Mississauga, Ontario (known as the Elle Condominium Residences), together with an undivided interest in the common elements appurtenant thereto, including any common element areas designated as being for the exclusive use of the Property.

The following equipment is rented and is not included in the Property or the Purchase Price. The Purchaser agrees to assume the following rental contract(s), if assumable N/A.

2. PURCHASE PRICE

The purchase price for the Property (the "Purchase Price") is Four Hundred Thirty One Thousand Nine Hundred Dollars (\$431,900.00), inclusive of HST as set out in paragraph 14 of Schedule "A" to this Agreement, all in Canadian funds which shall be payable by the Purchaser as follows:

- (a) the sum of Two Thousand Dollars (\$2,000) submitted with this Agreement, as an initial deposit;
- (b) the sum of Eight Thousand Dollars (\$8,000) not later than two (2) days from the date of delivery by the Purchaser to the Vendor of an acknowledgement of receipt of each of the Prior Owner's (as hereinafter defined) disclosure documents and a copy of the Agreement accepted by the Vendor (in order to evidence the commencement of the Purchaser's ten (10) day statutory rescission period) (the "Purchaser's Acknowledgement"); and
- (c) the balance of the Purchase Price by certified cheque payable to the Vendor's Solicitors (or as they may direct) on the Closing Date, subject to the adjustments hereinafter set forth.

All deposit cheques shall be made payable to the Vendor's Solicitors, in trust, and shall be delivered by the Vendor to the Vendor's Solicitors forthwith after the Vendor's receipt thereof. All funds shall, subject to what is contained in this Agreement to the contrary, be held pending completion or other termination of this Agreement, and shall be credited on account of the Purchase Price together with interest thereon as provided in the Act (hereinafter defined) on the Closing Date.

3. CLOSING DATE

Subject to the rights of the Vendor set out in this Agreement, the transfer of title to the Property shall be completed on the 22nd day of December, 2011 (the "Closing Date" and/or the "Closing"). Notwithstanding the foregoing, it is expressly understood and agreed by the parties hereto that the Vendor shall be entitled to unilaterally extend the Closing Date, on one or more occasions, for one or more periods of time, not exceeding three (3) months in the aggregate from the date specified above without any prior notice whatsoever and for any reason whatsoever and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof or make any claim for any compensation.

4. SCHEDULES

The following Schedules are integral parts of this Agreement and are contained on subsequent pages:

Schedule "A"	-	Additional Provisions of this Agreement
Schedule "B"	-	Floor Plan of Residential Unit

The Purchaser acknowledges that he or she has received all pages of, schedules and addendums to, this Agreement.

In the event that the Agreement is accepted by the Vendor while the Purchaser is in attendance at the sales office then, in such event, the Purchaser acknowledges that the completion of the transaction contemplated by this Agreement is conditional, for a period of three (3) days from the date of mutual acceptance of this Agreement, upon the final office of the Vendor approving this Agreement. In the event that no notice of termination for non-satisfaction of this condition has been delivered by the Vendor to the Purchaser within this three (3) day period then the condition shall be deemed to have been irrevocably waived and satisfied with no further notice being required to be delivered by the Vendor. Notwithstanding anything contained to the contrary in this Agreement (including any Schedules attached to this Agreement) it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor the Purchaser's Acknowledgement by no later than the third (3rd) day following acceptance of the Agreement by the Vendor then the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter upon delivery of written notice confirming such termination to the Purchaser at the address or facsimile number of the Purchaser set out in this Agreement. The Purchaser agrees that notice of acceptance of the Agreement by the Vendor may be communicated by the Vendor to the Purchaser through the Vendor or any of its agents by telephone, facsimile or mail. In the event that the Purchaser does not execute the Purchaser's Acknowledgement while at the sales office, the Purchaser may deliver the duly executed Purchaser's Acknowledgement in person or by facsimile (within the required time period) provided that in the event of facsimile return that the Purchaser provides the Vendor with a copy of the transmission receipt evidencing successful transmission of the duly executed Acknowledgement to the Vendor.

DATED this 12 day of SEPTEMBER, 201 1

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS:

[Signature] _____
(Signature)

Purchaser: SAMIR HASSAN MOHAMMED

D.O.B. APRIL 23, 1976 S.I.N. 565 155 884

D.L.# M6160 68747 60423 EXP: 2015/08/20

Address: 5995 GLEN ERIN DR APT. 908

MISSISSAUGA, ONTARIO L5M 5P7

Telephone (H): 647 403 9044 (EMAIL) samir714@hotmail.com

Telefax: _____

In the presence of

WITNESS:

_____ (Signature)

Purchaser:

D.O.B. _____ S.I.N. _____

D.L.# _____

Address: _____

Telephone (H): _____ (H) _____

Telefax: _____

The undersigned hereby accepts the offer and its terms, and agrees to and with the above-named Purchaser(s) to duly carry out the same on the terms and conditions above mentioned.

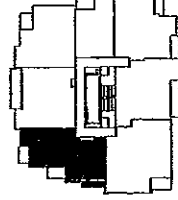
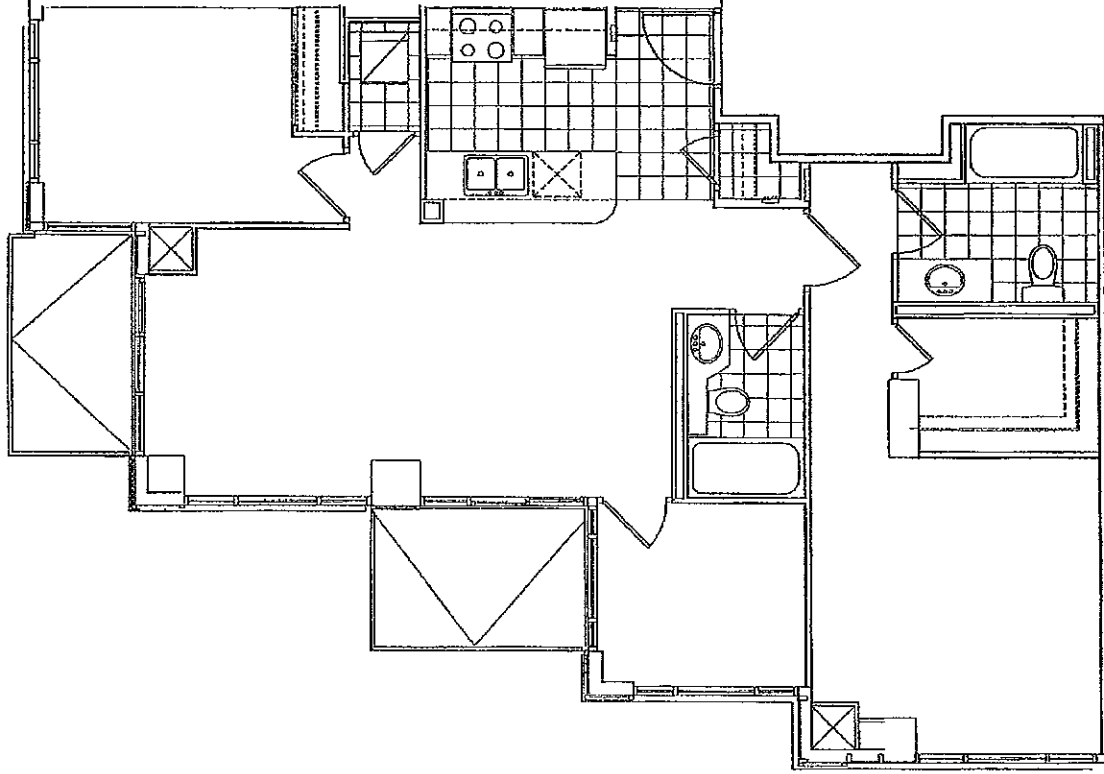
ACCEPTED this 22nd day of September, 201 1

Vendor's Solicitors	Purchaser's Solicitors	SIGNED, SEALED AND DELIVERED
MILLER THOMSON LLP Barristers & Solicitors Suite 5800, 40 King Street West Toronto, ON M5H 3S1 Attn: Mr. Leonard Gangster Telephone: 416.595.8159 Facsimile: 416.595.8695 Email: lgangster@millerthomson.com	LAW OFFICE OF IMRAN KHAN 102-120 TRADERS BLVD MISSISSAUGA, ONTARIO 905 712 4700 905 712 9366	2296592 ONTARIO LIMITED. Per: <u>[Signature]</u> Authorized Signing Officer: I have the authority to bind the Company

SCHEDULE "B"

**TO AGREEMENT OF
PURCHASE AND SALE**

Unit 2 Level 31 Suite 3602



KEY PLAN

This plan is not to be scaled and is subject to architectural review and revision, including, without limitation, the Unit being constructed with a layout that is the reverse of that set out above. All details and dimensions, if any, are approximate, and subject to change without notice in order to comply with building site conditions, and municipal, structural and Vendor and / or architectural requirements. Balconies and Terraces are exclusive use common elements, shown for display purposes only and location and size are subject to change without notice. Materials, specifications, floor plans and dimensions are subject to change without notice. Window size and type may vary.

E.&O.E.



**BUILDING
NORTH**

Purchaser's Initials:

Purchaser's Initials

Vendor's Initials

Date Potted: 20 SEP 2011

ELLE

PURCHASER'S ACKNOWLEDGEMENT

2296592 ONTARIO LIMITED (the "Vendor/Declarant")

Sale to **SAMIR HASSAN MOHAMMED** (the "Purchaser")

Suite **3602** Tower **Elle** Residential Unit **2** Level **31** (the "Unit") and any related parking or locker units in connection therewith in a proposed condominium project to be located in Mississauga, Ontario, with a municipal address of 3525 Kariya Drive, (the "Condominium Project").

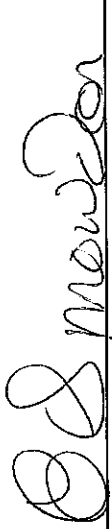
THE UNDERSIGNED, being the Purchaser(s) of the above-noted Residential Unit hereby acknowledge(s) having received from the Declarant, the following documentation pertaining to the Condominium Project:

1. the proposed Declaration.
2. the proposed By-law No. 1, By-Law No. 2, By-Law No. 3, By-Law No. 4 and By-Law No. 5, together with the proposed Rules governing the use of the units and common elements.
3. the Shared Facilities Agreement (By-Law No. 2).
4. the proposed (draft) B and C Shared Facilities Agreement Reciprocal Agreement (By-Law No. 3).
5. the proposed (draft) Assumption of Agreements (By-Law No. 4).
6. the proposed (draft) Conveyance and Purchase Agreement (By-Law No. 5).
7. the proposed (draft) Management Agreement.
8. the current Disclosure Statement including, among other things, the following:
 - (a) proposed Budget Statement for the one year period immediately following the registration of the Condominium Project and monthly common expense by unit type schedule;
 - (b) a statement of the recreational and other amenities to be provided by the Declarant;
 - (c) the name and municipal address of the Declarant;
 - (d) a brief description of the significant features of the executed and registered Shared Facilities Agreement, the proposed (draft) B and C Shared Facilities Agreement, the proposed (draft) Assumption Agreement, the proposed (draft) Conveyance and Purchase Agreement and the proposed (draft) Management Agreement; and,
 - (e) a general description of the (proposed) Condominium including the types and number of units.
9. sections 73 and 74 of the Condominium Act.
10. a copy of the schedule which the Declarant intends to deliver to the corporation, pursuant to Section 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit.
11. a copy of the fully-executed Agreement of Purchase and Sale by the Vendor and Purchaser.

The Purchaser hereby acknowledges that the purpose of a disclosure statement is to enable the Purchaser to review the documents which will govern this proposed Condominium Project and to make a determination as to whether the Purchaser wishes to complete the Purchase and Sale transaction set out in the Agreement.

The Purchaser is hereby advised that the Purchaser is entitled to rescind the Agreement and receive the return of the deposit monies provided for in the Agreement without interest or deduction by delivering written notice to the Vendor or its solicitor within ten (10) days of the later of the date that the Purchaser receives the Disclosure Statement and the date that the Purchaser receives a copy of the Agreement of Purchase and Sale executed by the Declarant and the Purchaser, being the date of this Acknowledgement.

DATED at Mississauga, Ontario this 24th day of September 2011.



Witness:

 POA

Purchaser: **SAMIR HASSAN MOHAMMED**

ELLE
ADDENDUM TO THE AGREEMENT OF PURCHASE AND SALE
DECORATING ALLOWANCE INCENTIVE

Between: 2296592 ONTARIO LIMITED (the "Vendor") and
SAMIR HASSAN MOHAMMED (the "Purchaser")
Suite 3602 Tower Elle Unit 2 Level 31 (the "Unit")

(a) In further consideration of the Purchaser entering into this Agreement and provided that the Purchaser is not in default at any time under this Agreement, the Vendor agrees to credit the Purchaser:

A decorating allowance of **Twenty Thousand Dollars (\$20,000)**. The Purchaser and Vendor acknowledge and agree that the Vendor shall credit the decorating allowance on the statement of adjustments for the Property on the Closing Date

(b) The Vendor's obligation to provide the Decorating Allowance is personal to the Purchaser and is not transferable or assignable and shall automatically terminate without notice or any further process, if this Agreement (or any interest therein) or title to the Property is transferred or assigned by the Purchaser (even though the Vendor may have consented to such transfer or assignment). Furthermore, and without limiting anything contained herein: (i) the provisions of the Decorating Allowance shall automatically terminate without notice or any further process if the Purchaser defaults in any of the provisions of the Agreement and notwithstanding that such default is cured or rectified; and (ii) the Vendor's obligation to provide the Decorating Allowance is conditional upon the Purchaser closing on the transaction contemplated under the Agreement.

(c) The Purchaser acknowledges that pursuant to Section 16 of the Agreement, the Purchaser assigns and transfers to the Vendor all of the Purchaser's right, title and interest in and to the Rebate and authorizes and directs the relevant Governmental Authorities to pay or credit the Rebate directly to the Vendor.

DATED at Mississauga, Ontario this 22 day of SEPTEMBER 2011.

Witness:

Purchaser: SAMIR HASSAN MOHAMMED

THE UNDERSIGNED hereby accepts this offer.

DATED at Vanover this 20th day of September 2011.

2296592 ONTARIO LIMITED

PER:

Authorized Signing Officer

I have the authority to bind the Corporation

CONTINUING POWER OF ATTORNEY FOR PROPERTY (SHORT FORM)

THIS CONTINUING POWER OF ATTORNEY FOR PROPERTY is given

by SAMIR HASSAN MOHAMMED

[Grantor]

of the City of MISSISSAUGA, in the Province of Ontario

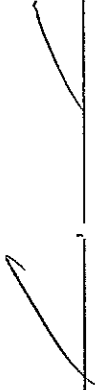
APPOINTMENT

1. I APPOINT my REAL ESTATE BROKER, AZFAR TAHIR

to be my attorney(s) for property, and I authorize my attorney(s) to do, on my behalf, any and all acts, which I could do if capable, except make a will, subject to any conditions and restrictions contained herein. My attorney(s) shall have the authority to act as my litigation guardian, if one is required to commence, continue, defend or represent me in any court proceeding. All decisions to be made by my attorneys pursuant to this Power of Attorney shall be made by majority vote as between them.

SUBSTITUTION

2. If the above appointed attorney(s) refuse(s) to act, or is or are unable to act by reason of death, court removal, becoming incapable of managing property or resignation,

I SUBSTITUTE AND APPOINT my 

to act as my attorney(s) for my property, in the place of any attorney(s) appointed in paragraph 1 hereof who refuse(s) or is or are unable to act. The substituted attorney(s) shall, if able and willing to act, thereafter be my attorney(s) for property, together with any attorney appointed in paragraph 1 hereof who is able and willing to act and I authorize him, her or them thereafter to do, on my behalf, any and all acts which I could do, if capable, except make a will, subject to any conditions and restrictions contained herein. All decisions to be made by my substitute attorneys pursuant to this Power of Attorney shall be made by majority vote as between them.

CONTINUING POWER

3. This is a continuing power of attorney. It is my intention and I so authorize my attorney(s) that the authority given in this continuing power of attorney may be exercised during any incapacity on my part to manage my property, pursuant to section 7 of the *Substitute Decisions Act*.

FAMILY LAW ACT CONSENT

4. If my spouse disposes of or encumbers any interest in a matrimonial home in which I have a right to possession under Part II of the *Family Law Act*, I authorize the attorney(s) named in this power of attorney for me and in my name to consent to the transaction as provided for in clause 21(1)(a) of the said Act.

CONDITIONS AND RESTRICTIONS

5. None.

-Or-

6. This power of attorney is limited to making decisions, taking actions and executing any documents as may be necessary with respect to the property located at _____.

EFFECTIVE DATE

7. This continuing power of attorney for property comes into effect upon the date hereof.

REVOCATION

8. Any prior power of attorney for property or any power of attorney which affects my property given by me, except a power of attorney given to a bank or financial institution for the purpose of transacting my business with that bank or financial institution, is hereby revoked.

COMPENSATION

9. I authorize my attorney(s) and my attorney(s) has or have agreed to accept no compensation for any work done by him, her or them pursuant to this power of attorney for property.

Executed at Toronto this 22 day of SEPTEMBER, 2011 in the presence of both witnesses, each present at the same time.

Witness #1

Address:

Witness #2

Address:

W. D. Taylor

Grantor

SAMIR HASSAN MOHAMMED

DATE 09/15/2011
M M D D Y Y Y Y

Pay to the
Order of

Miller Thomson LLP in Trust

\$ 2,000/-

Two thousand only

100 Dollars

HSBC Bank Canada
4550 Hurontario Street
Mississauga, ON, L5R 4E4

Memo Suite # 3602 Elle

Per

[Signature]

⑈001⑈ ⑆100520016⑆ 425673⑈150⑈

SALMA FATIMA

002

DATE 20/11/09-19
Y Y Y Y M M D D

Miller Thomson LLP in Trust

PAY TO THE
ORDER OF

\$ 8,000/-

Eight Thousand Dollars

100 DOLLARS

Security features
included.
Details on back.

BMO Bank of Montreal

100 CITY CENTRE DR.
MISSISSAUGA, ONT. L5B 2C9

MEMO Suite # 3602, Elle

[Signature]

Salma Fatima

NP

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